

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SPECTRUM CHEMICAL MANUFACTURING
CORPORATION, a California corporation,

Plaintiff,

Case No.

vs.

GILFORD INDUSTRIES, LLC, a
Michigan Limited Liability Company,

Honorable
Magistrate Judge

Defendant.

NICOLE M. WRIGHT (P63513)
KEVIN C. MAJEWSKI (P79292)
ZAUSMER, P.C.
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COMPLAINT

Plaintiff, Spectrum Chemical Manufacturing Corporation (“Plaintiff”), by and through its attorneys, ZAUSMER, P.C., and for its Complaint against Defendant Gilford Industries, LLC (“Defendant”), states the following:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a California corporation with its principal place of business 14422 S. San Pedro St., Gardena, California 90248.

2. Defendant is a Michigan limited liability company located at 25900 Greenfield, Suite 264, Oak Park, Michigan 48237.

3. Upon information and belief, Defendant's sole member, Luther Gilford, is a Michigan resident.

4. Jurisdiction is proper in this Court under 28 U.S.C. § 1332 because there is complete diversity between the parties and the amount in controversy exceeds \$75,000.00.

5. Venue is proper in this Court because Defendant's principal place of business is located in Oak Park, Michigan.

GENERAL ALLEGATIONS

6. Plaintiff is engaged in the business of manufacturing, repackaging, and distributing fine chemicals and laboratory supplies to its customers.

7. On June 8, 2022, Defendant ordered from Plaintiff and promised to pay for thirty-two 25KG pails of TH116 Thiamine Hydrochloride.

8. Plaintiff sent Defendant Invoice No. 11986771 for the June 8, 2022, shipment in the amount of \$111,022.55, including shipping and handling but excluding sales tax. Invoice No. 11986771 is attached as **Exhibit A**.

9. On June 14, 2022, Defendant ordered from Plaintiff and promised to pay for fourteen 50KG pails of RI103 Riboflavin.

10. Plaintiff sent Defendant Invoice No. 11989038 for the June 14, 2022, shipment in the amount of \$98,050.00, including shipping and handling but excluding sales tax. Invoice No. 11989038 is attached as **Exhibit B**.

COUNT I – BREACH OF CONTRACT

11. Plaintiff reincorporates paragraphs 1-10 as if fully restated herein.

12. Plaintiff's invoices to Defendant, which incorporated by reference Plaintiff's terms and conditions contained on its website, constituted a binding contract between the parties whereby Defendant agreed to pay Plaintiff \$209,072.55 for the materials Plaintiff delivered to Defendant. Terms and Conditions attached as **Exhibit C**.

13. Defendant has not paid Plaintiff for the materials Defendant ordered and Plaintiff shipped to Defendant.

14. Plaintiff demanded payment from Defendant, however, Defendant has refused to pay the amount owing, constituting a breach of the parties' contract.

15. Plaintiff has been damaged by Defendant's breach in the amount of \$209,072.55, which consists of the contract price Defendant agreed to pay.

WHEREFORE Plaintiff requests that this court enter judgment in its favor and against Defendant in the amount of \$209,072.55 and that the court grant it any other relief the court deems equitable and just under the circumstances.

COUNT II – ACCOUNT STATED

16. Plaintiff reincorporates paragraphs 1-10 as if fully restated herein.

17. At Defendant's request, on multiple occasions, Plaintiff sold and delivered to Defendant certain goods on open account and on Defendant's promise to pay for them.

18. Plaintiff sent statements of the account to Defendant, who received and retained Plaintiff's statements without objecting within a reasonable time.

19. Defendant has not paid the balance owing on the account, despite Plaintiff's demands for payment.

20. Defendant is now justly indebted to Plaintiff in the amount of \$209,072.55.

21. An affidavit verifying the balance due on the account is attached as **Exhibit D**, and a copy of the account itself is attached to the affidavit.

WHEREFORE Plaintiff requests that this court enter judgment against Defendant in the amount of \$209,072.55 along with awarding any further relief the Court deems equitable and just under the circumstances.

Respectfully Submitted,

ZAUSMER, P.C.

/s/ Nicole M. Wright

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Dated: June 28, 2023